

LEASE ASSIGNMENT



95306433

THIS ASSIGNMENT, made this 25th day of July, 1995 by and between F.W. WOOLWORTH CO., a New York corporation ("Assignor") and WOOLCO INC., a Delaware corporation ("Assignee").

Rcpt: 29851 Rec: 28.50
DS: 0.00 IT: 0.00
09/28/95 Dpty Clerk

WITNESSETH:

WHEREAS, Assignor is the tenant under a certain lease described on Exhibit "A" attached hereto and made a part hereof ("Lease") relating to the property described on Exhibit "B" attached hereto and made a part hereof.

JED PITTMAN, PASCO COUNTY CLERK
09/28/95 02:23pm 1 of 6
OR BK 3479 PG 401

WHEREAS, Assignee is a corporation substantially all of the stock of which is owned by Assignor.

WHEREAS, Assignor desires to sell and assign to Assignee, and Assignee desires to accept the assignment from Assignor of all of Assignor's right, title and interest in and to the Lease.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. Assignor hereby sells, transfers, assigns and sets over unto Assignee all of Assignor's right, title and interest in and to the Lease.
2. Assignee hereby accepts the foregoing assignment and assumes the obligations of the tenant under the Lease.
3. Assignee shall indemnify, defend, save and hold Assignor harmless of, from and against any and all loss, costs, expenses (including, without limitation reasonable attorneys' fees and disbursements), liability, damages, actions, causes of action, demands or claims arising out of or in connection with the obligations of the tenant under the Lease accruing on or after the date hereof.
4. Assignor shall indemnify, defend, save and hold Assignee harmless of, from and against any and all loss, costs, expenses (including, without limitation, reasonable attorneys' fees and disbursements), liability, damages, actions, causes of action, demands or claims arising out of or in connection with the obligations of the tenant under the Lease accruing prior to the date hereof.
5. The provisions of this Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed the day and year first above written.

ASSIGNOR:
F.W. WOOLWORTH CO.

By: Patrick Mayo
Patrick R. Mayo
Its: Vice President

ASSIGNEE:
WOOLCO INC.
By: Jack F. O'Hara
Jack F. O'Hara
Its: Vice President

RETURN TO:
FIRST AMERICAN TITLE INSURANCE CO.
25400 U.S. Highway 19 N., Suite 212
CLEARWATER, FL 34623

Attest: James P. Mallon
Assistant Secretary James P. Mallon

1st witness LANCE LEVINE

KATHERINE CUDWINGHAM
2nd witness KATHERINE CUDWINGHAM

Attest: [Signature]
Assistant Secretary

1st witness LANCE LEVINE

KATHERINE CUDWINGHAM
2nd witness KATHERINE CUDWINGHAM

MULTI-STATE CORPORATE ACKNOWLEDGMENT

STATE OF NEW YORK)
)SS:
COUNTY OF NEW YORK)

On this 24th day of July, 1995, before me, the undersigned officer, personally appeared **Patrick R. Mayo and James P. Mullin**, personally known and acknowledged themselves to me (or proved to me on the basis of satisfactory evidence) to be the Vice President, and the Assistant Secretary, respectively, of **F.W. Woolworth Co.**, and that as such officers, being duly authorized to do so pursuant to its bylaws or a resolution of its board of directors, executed, subscribed and acknowledged the foregoing instrument for the purposes therein contained, by signing the name of the corporation by themselves in their authorized capacities as such officers as their free and voluntary act and deed and the free and voluntary act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Notary Public

NOTARIAL SEAL

My Commission Expires:

CAROLYN VICKREY
Notary Public, State of New York
No. 01MEQ2836
Qualified in New York County
Commission Expires May 31, 1995

MULTI-STATE CORPORATE ACKNOWLEDGMENT

STATE OF NEW YORK)
)SS:
COUNTY OF NEW YORK)

On this 24th day of July, 1995, before me, the undersigned officer, personally appeared Joseph F. Grabowski and Jack F. O'Hara, personally known and acknowledged themselves to me (or proved to me on the basis of satisfactory evidence) to be the Vice President, and the Assistant Secretary, respectively, of Woolco Inc., and that as such officers, being duly authorized to do so pursuant to its bylaws or a resolution of its board of directors, executed, subscribed and acknowledged the foregoing instrument for the purposes therein contained, by signing the name of the corporation by themselves in their authorized capacities as such officers as their free and voluntary act and deed and the free and voluntary act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Carolyn Vickrey
Notary Public

NOTARIAL SEAL

My Commission Expires:

CAROLYN VICKREY
Notary Public, State of New York
No. 01V1502836
Qualified in New York County
Commission Expires May 31, 1996

EXHIBIT "A"

Lease dated April 1, 1976, by and between New Port Richey Realty, Corp. as Landlord and F.W. Woolworth Co. as Tenant.

EXHIBIT "B"

Premises located at Southgate Shopping Center, 1733 US 19 South, New Port Richey, FL

70126.

DEMISED PREMISES

The demised premises consist of a one-story building (with land thereunder) containing approximately 64,926 square feet erected within the Entire Premises described below and situated on the drawing attached hereto and made a part hereof, together with an area contiguous to the northwesterly line thereof measuring approximately 50 feet by 94 feet by 22 feet by 79 feet by 40 feet and identified on said drawing as "Garden Center Demised Premises."

ENTIRE PREMISES

The Entire Premises consist of all those certain lots, pieces and parcels of land, together with the improvements thereon, said lands being situated in New Port Richey, Pasco County, Florida, being the same land shown on the drawing attached hereto and made a part hereof and being more particularly described as follows:

BEGINNING at a point on the northerly line of Marine Parkway, said point being 150 feet westerly of the intersection of the northerly line of Marine Parkway;

running thence S 65° 57' 02" E and along the northerly line of Marine Parkway 399.22 feet;

thence S 72° 55' 08" E and continuing along the northerly line of Marine Parkway 111.62 feet;

thence N 24° 02' 58" E 1226.12 feet;

thence S 89° 40' 08" E 50 feet more or less;

thence N 0° 29' 14" E 88 feet;

thence S 89° 40' 08" E 127.50 feet;

thence N 0° 29' 14" E 26 feet;

thence S 89° 40' 08" E 155.0 feet;

thence S 0° 29' 14" W 15 feet more or less;

thence S 89° 40' 08" E 50 feet;
thence N 0° 21' 22" E 482 feet more or less;
thence S 89° 40' 08" E 80.81 feet;
thence N 0° 21' 22" E 287.86 feet
thence S 89° 40' 08" E 100 feet;
thence N 0° 21' 22" 125 feet to the southerly line
of Gulf Drive;
thence easterly along said southerly line of Gulf
Drive 120.36 feet;
thence S 0° 21' 22" W 187.41 feet;
thence easterly 147.31 feet to the westerly line of
U. S. #19;
thence southerly along said westerly line of U. S. #19
612 feet;
thence westerly 74.48 feet;
thence southerly 100 feet;
thence westerly 146 feet;
thence southerly 160 feet;
thence easterly 140 feet to the westerly line of U. S. #19;
thence southerly along said westerly line of U. S. #19
285 feet more or less;
thence northwesterly 150 feet;
thence southwesterly 150 feet;
thence southwesterly 150 feet to the westerly line of
U. S. #19;
thence south along said westerly line of U. S. #19
699.53 feet;
thence northwesterly 150 feet;
thence southwesterly 150 feet to the northerly line of
Marine Parkway and the Point Of Beginning.

OPTIONAL PREMISES

The optional premises, containing approximately 15,000 square feet, consist of land adjoining the northwesterly line of the demised premises, the location of which in relation to the demised premises is indicated on the aforesaid drawing.